

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

ANAGRAM INTERNATIONAL, LLC,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE A HERETO,

Defendants.

Case No.: 1:24-cv-07759

District Judge Franklin U. Valderrama

Magistrate Judge Jeffrey Cole

**PRELIMINARY INJUNCTION ORDER**

Plaintiff Anagram International, LLC (“Plaintiff” or “Anagram”) filed a Motion for Entry of Preliminary Injunction (the “Motion”) against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, the Court GRANTS Anagram’s Motion as follows.

The Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order dated entered September 4, 2024, Dkt. 18 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

The Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward

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<sup>1</sup>The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

consumers in the United States, including Illinois. Specifically, Anagram has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Anagram's federally registered copyrighted artwork (the "Anagram Works") to residents of Illinois. Anagram is the owner of the federal copyright registrations that protect Anagram's rights to the Anagram Works, including United States Copyright Registration Nos. VA 1-206-711, VA 1-206-720, VA 2-059-084, VA 2-059-085, VA 2-059-118, VA 2-060-573, VA 2-073-093, VA 2-073-096, VA 2-073-100, VA 2-085-623, VA 2-085-924, VA 2-115-452, VA 2-117-643, VA 2-118-018, VA 2-137-198, VA 2-153-036, VA 2-182-674, VA 2-182-738, VA 2-182-740, VA 2-185-234, VA 2-192-001, VA 2-192-008, VA 2-192-096, VA 2-192-097, VA 2-197-607, VA 2-204-649, VA 2-207-689, VA 2-207-692, VA 2-207-694, VA 2-207-699, VA 2-207-768, VA 2-207-797, VA 2-247-028, VA 2-247-339, VA 2-247-340, VA 2-247-342, VA 2-247-524, VA 2-317-483, VA 2-392-990 and VA 2-403-719.

In this case, Anagram has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using copied and infringing versions of the Anagram Works (*see*, Docket No. 11), which includes screenshot evidence confirming that each Defendant internet store does stand ready, willing and able to ship its infringing goods to customers in Illinois.

The Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that a Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of the Court's previously

granted TRO establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted. Accordingly, the Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
  - a. using the Anagram Works or any reproductions, counterfeit copies, derivative works or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Anagram product or not authorized by Anagram to be sold in connection with the Anagram Works;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Anagram product or any other product produced by Anagram, that is not Anagram's or not produced under the authorization, control, or supervision of Anagram and approved by Anagram for sale under the Anagram Works;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Anagram, or are sponsored by, approved by, or otherwise connected with Anagram; and
  - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Anagram, nor authorized by Anagram to be sold or offered for sale, and which bear the Anagram Works, or any reproductions, derivative works, counterfeit copies, or colorable imitations.

2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Anagram is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, related to:
  - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
  - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Anagram's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as

Walmart.com, eBay, Inc., Payoneer.com, Amazon.com, Inc., Amazon Pay, Wish.com, and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to Anagram expedited discovery, limited to copies of documents and records in such person’s or entity’s possession or control sufficient to determine:


- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants’ operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants’ financial accounts, including Defendants’ sales and listing history related to their respective Online Marketplaces; and
  - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Wish.com, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Anagram’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with

Defendants in connection with the sale of counterfeit and infringing goods using the Anagram Works.

6. Any Third Party Providers, including the Third Party Providers as defined in Paragraph 4, shall, within seven (7) calendar days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 1 to the Declaration of Christopher Wiles, and any e-mail addresses provided for Defendants by third parties; and
  - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by the Court.
7. Anagram may provide notice of the proceedings in this case to Defendants, including, service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 1 to the Declaration of Christopher Wiles and any e-mail addresses provided for Defendants by third parties or provided by counsel representing Defendants. The Clerk of the Court is directed to issue a single original summons in the name of "Ahern Li" and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

8. Anagram's Pleading(s): (i) Schedule A to the Complaint identifying Defendants, Dkt. 3; (ii) Exhibit 1 to the Declaration of Christopher Wiles, Dkt. 12; and (3) the TRO Order, Dkt. 18, are unsealed.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure, the Northern District of Illinois Local Rules, and Judge Valderrama's Standing Orders. Any third party impacted by this Order may move for appropriate relief.

Date: September 26, 2024

  
United States District Judge  
Franklin U. Valderrama

**SCHEDULE A**

<b>Seller No.</b>	<b>Seller Name</b>
1	Ahern Li
2	AILIBA
3	Anhity
4	Aoexpok Store
5	ArRuissi Aviation Model
6	Beaumode
7	Belicious Helper
8	bestsupport
9	Better Life for You
10	BoJunB
11	Bonanze Store
12	Bounce-US
13	Bulubulu Store
14	Buyer Favors
15	CaseFan
16	CboDeco
17	ceutmelye
18	Chagar
20	CHENYIXINYI
21	CHLOOD
22	CHOWDOLANG
23	COMOPHOTO Backdrop
24	Compared to
25	CostumeParty support
26	DEMOCRATIC
27	Domgoge-US
28	DSQ Party
29	Dumilla
30	Elevimond
31	eRoot
32	FaFa Party
33	Feirrothen
34	FNOJANWODWANOD
35	Frianchly
36	Friendsship Forever
37	fucaigu
38	fujianheyouranxinxikejiyouxiangongsi
39	FUKUGAWACO
40	Funmemoir
41	Fuzhou Qianjun Electronic Commerce Co., Ltd.
42	Gaobai



43	GoGoGoodie
44	guangzhouchunlukejiyouxiangongsi
45	Happy Balloon
46	HealthSTEC
47	Hengfengmy-US
48	Hiboom US
49	EXCEPTED
50	Honest Anan
51	HUFAND US
52	Huihe Creative Home Living Museum, Heshan District, Yiyang City
53	HuLePeng HuaCheng
54	iftnotea
55	Isndare
56	Jericho&Jess
57	Jerps
58	Jingcai001
60	Judge
61	Julianxin office
62	juntushangmao
63	Kesote
64	KINBOM stores
65	KOMODOMO
66	Langtel Products
67	lanxiufeng
68	LFVIK
69	Linbloom
70	LINDOO
71	Literarysmall
72	LM2020 large
73	LOL Party&Crafts
74	LOTUSPIE DIRECT
75	Lyingcats
76	Max running
77	Mocsicka Backdrop
78	Ms Beauty
79	number1shopdirect
80	ParlikeenMic
81	PARLONTY
82	Party Moment
83	Party Time USA
84	Party-Queen
85	Partyplaza
86	Patecha Party Direct
87	Phogary US

88	QZMCEAGS
89	Red Psalm
90	EXCEPTED
91	Rony mar
92	Rukie
93	SERONLINE
94	shangde hongtao
95	EXCEPTED
96	ShenZhenShiHongYuDaShangMaoYouXian GongSi
97	shijiazhuang niuzhuimaoyishanghang
98	Shindel
99	Shinyhome
100	EXCEPTED
101	Simple polymer
102	sit down
103	Siticoto
104	Stcomart
105	Taotenish
106	Tellpet Store
107	Tiblue
108	To the radar
109	Vsdski Party Favor
110	VYNYJOAN
111	wesley Hu
112	What is it?
113	WINMIND
114	XANGNIER
115	YaterYing
116	YYTCST
117	Zenada
118	ZHEXUNDIAN
119	7YH7DL
120	AaSFJEG
121	AESKEALLY
123	Beijiate Boutique
125	BrowQuartz
127	Chunhongkeji
128	Ciaoed life Co. ltd
129	CJUAN
131	Cool BUY
133	CUGBO
134	Delike
135	Dengmore
136	Description politics co., ltd

137	Fangleland Party Decor
138	Fast Sell
139	FENGZZ
140	Fj Rich Co.Ltd
141	foshanshichanchengquwenrenshengshangmao youxiangongsi
142	FSLF PartyDecor
143	Funmemoir Party Decor
144	goilnor
145	gongxifacai
146	Gongxipen
147	guangzhourenmaishangmaoyouxiangongsi
148	HALJEN
149	Hen
152	Hjuang
153	Huangjiacheng
154	Huaping Trading Co., Ltd.
156	HWDS
157	IFKSFXKF
158	iTi Direct
161	jiayuxuandianzi
162	Jibingyi
163	jikesheng
165	JISHENX
167	JOKI
168	Jollyboom Party Decor
169	JOYMEMO Party Decor
170	JUMRHFAN
172	Kiddopark
173	Kkewar
175	LaMaz
176	LivNxt
177	LMEEOR
178	LongYTong
179	LOVERLYZ
180	LRZWY
181	Ltrototea Co.ltd
182	LWZWM Clearance Sold
184	LYTiang
185	LZKang
186	Magic life
187	Menolana
188	MetMetalrt
191	Miracle Trading Company
192	MQjiaju

193	MUGU Store
194	MYTAKEND
195	noxiang si tech Co. Ltd
196	OXM MALL
197	Pngyino
198	QingLongXuanJiaJu
200	Quauec
201	Quqiuxian
202	REEREEN Co. Ltd
203	Ruihangxiemaoltd
204	Sarkoyar Co.Ltd
205	Shangfeng
206	shansuidianzishangwu
208	SHLT Mall
209	SNOWKITTEN
210	STONCEL Home Department Store
213	TaiYuanShiQianShuKeJiYouXianGongSi
214	Tartikaily
216	TIANGAO
217	TUWEN
218	UEBXS
219	VOLTENICK
221	Worgeous
224	XunHong
225	YanMaoYi
228	youyag
229	Yu Boutique Store
230	yuehuaidai
231	Yueyihe
232	YUHUO
236	ZB-HRGBZ
237	Zengyong
238	ZhongXiangShi
239	Zipning
240	Zjurshop
241	ZMhangE
242	Zweiton